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Plaintiff's counsel represented to the Court that a complete settlement had been entered into the record after a July 15, 2011 Settlement Conference and that all three Plaintiffs had signed a subsequent written settlement agreement contemplated by the settlement placed on the record. This agreement was also signed by all three Defendants. However, two of the Plaintiffs were in the process of getting the signed agreement back to Mr. Margain's Office. It was noted that Defendants are not obligated to make payments until they receive the signed settlement agreement from all three Plaintiffs. Plaintiff's counsel asked that the case be Dismissed with prejudice with the Court to retain jurisdiction to enforce the settlement agreement and read a portion of the agreement signed by Defendants which contained that term.

Defendants asked for the case to be dismissed and also stated that they had prepared and filed a declaration to that effect.

Based on the Court proceedings, pleadings on file, and good cause shown, the Court Orders as follows:

This case is dismissed with prejudice. The Court will retain jurisdiction to enforce the settlement agreement through December 15, 2012 only.

IT IS SO ORDERED.

Dated: September 8, 2011

Poel S. Agune

Hon. Paul Singh Grewal
United States Magistrate Judge